

**Waukesha County
Specifications for Digital Voice Recording System**

NOTE: BIDDERS ARE REMINDED TO CAREFULLY EXAMINE THE BID AND SPECIFICATIONS UPON RECEIPT. IF NECESSARY, BIDDERS SHOULD MAKE A WRITTEN REQUEST TO THE PURCHASING AGENT WHOSE NAME APPEARS ON PAGE 1 OF THE BID, FOR INTERPRETATION OR CORRECTION OF ANY AMBIGUITY, INCONSISTENCY OR ERROR DISCOVERED.

ADDITIONALLY, IF IN YOUR OPINION, ANY OF THE TERMS AND CONDITIONS OF THIS SPECIFICATION OR BID PREVENT YOU FROM BIDDING, CONSIDERATION WILL BE GIVEN TO A BIDDER'S REQUEST FOR CHANGE.

ANY REQUESTS FOR CHANGES, CLARIFICATIONS, ETC. **MUST** BE SUBMITTED TO WAUKESHA COUNTY PURCHASING DIVISION **IN WRITING** AT LEAST **FIVE WORKING DAYS** PRIOR TO BID OPENING. REQUESTS RECEIVED AFTER THAT TIME **WILL NOT** BE CONSIDERED.

ANY CHANGES MADE AS A RESULT OF A WRITTEN REQUEST WILL BE ISSUED VIA A BID AMENDMENT TO ALL PROSPECTIVE BIDDERS AND IF NECESSARY, AN EXTENSION WILL BE MADE TO THE BID OPENING DATE. **AMENDMENTS WILL BE POSTED TO THE WAUKESHA COUNTY PURCHASING WEBSITE (www.waukeshacounty.gov - Vendor Services).** BIDDERS ARE RESPONSIBLE FOR CHECKING THIS WEBSITE FOR ANY FUTURE AMENDMENTS, ETC., PRIOR TO THE OPENING DATE. ALL AMENDMENTS MUST BE RETURNED PRIOR TO THE OPENING DATE AS SPECIFIED IN THE AMENDMENT. BIDDERS WHO DO NOT RETURN THE AMENDMENTS MAY HAVE THEIR BIDS REJECTED. IF YOU ARE UNABLE TO ACCESS THE INTERNET, CONTACT THE BUYER LISTED FOR A HARD COPY.

General: It is the intent of this specification to describe the minimum requirements for a digital voice recording system to be purchased for Waukesha County. All items, details of construction, services or features not specifically mentioned which are regularly furnished in order to provide this system shall be furnished at the bid price and shall conform in strength, quality and workmanship to that usually provided by the practice indicated in this specification. A bid will not be considered if a bidder has failed to show without a doubt that he is bidding on regularly manufactured equipment, **tried, proven and in current use**. A list of three or more equipment users, including a contact person and phone number, must be provided **with your bid response**. **The vendor must be an authorized manufacturer's representative of the product(s) they are proposing, and be able to furnish proof upon request.**

Bidder shall attach manufacturer's current literature and specifications covering the latest model of equipment on which he is bidding and which specifically and clearly indicates coverage of all items shown in the bid specifications. If the manufacturer's literature does not clearly reflect these items, the bidder shall attach certification from the manufacturer that the bids comply with the bid specifications.

The contractor shall provide all necessary parts, labor and materials for service. All work shall be complete notwithstanding any omission or errors in the specification

Award Authority: The Waukesha County Purchasing Division will be the sole judge of the quality and suitability of the equipment, materials and/or services offered in its determination of the successful bidder. Award will be made on a three year life cycle cost, including, but not limited to, the cost of the system, media costs and maintenance, to the lowest responsible, responsive bidder who complies with the specifications and can provide delivery which best meets the needs of the County.

State Sales Tax/Federal Excise Tax: Bids should not include Federal Excise and Wisconsin Sales Tax, as the County is exempt from payment of such taxes. State Statute No. 77.54(9a).

Payment Terms: Payment will be made within 30 days after receipt of a properly submitted invoice. Payment will be made as follows: 25% upon delivery, 25% upon installation and 50% upon acceptance.

If vendors wish to quote a discount for early payment, they may do so by noting the discount in the Payment Terms on Page 1 of the Invitation to bid; for example - 1%/10 days = a 1% discount for payment made within 10 days. Discounts will be considered when evaluating costs. Note: Invoice must be sent to the location specified on the purchase order to avoid delays in payment.

Response Submission: Waukesha County reserves the right to reject any or all bids, bid responses or quotations, waive any technicality or error in bid, bid response or quotation or any part therein, and to accept the same or combinations, in whole or in part, whenever such waiver or acceptance is deemed to be in the best interest of Waukesha County.

Copies: Please supply three (3) complete sets of your bid response, inclusive of legible literature/specifications submitted.

Contact: If you have questions, and need additional information contact: Ms. Cindy Greco, Waukesha County Purchasing, at (262) 548-7889, or by e-mail (cgreco@waukeshacounty.gov). Note: Tentative drawings of the Waukesha County Communications Center's Computer and Radio Services Equipment Rooms will be provided by request. Failure to request additional information and/or the drawings shall not relieve the contractor of any additional expenses required to complete the services defined herein. QUESTIONS, ETC. MUST BE RECEIVED NO LATER THAN THE CLOSE OF BUSINESS ON 12/15/03.

Delivery: The equipment purchased by Waukesha County hereunder, shall be delivered to its proper location and installed by the Contractor without additional cost or expense to Waukesha County and at the convenience and direction of Waukesha County. Waukesha County shall not be deemed to have accepted any component or piece of equipment until such time as said equipment has been installed and operating in accordance with the standards of performance and acceptance of the specifications, as indicated by signature on acceptance certificate of which Contractor will be sent copy.

Permits, Licenses and Fees: The Contractor shall obtain and pay for all permits, inspection fees, licenses, insurance, etc., necessary for the performance of the work included herein.

Supervision by Contractor: The Contractor shall have a complete set of Plans and Specifications available on the Project at all times while the work is in progress, shall assume full responsibility for supervision of the work irrespective of the amount of work sublet, and shall give the work the constant attention necessary to facilitate satisfactory progress and to assure completion in accordance with the terms of the Contract and the agreed upon completion time line.

During the life of the Contract, the Contractor shall provide and have at all times a competent person/individual in charge of the overall Project, who will be personally available within 24-hours notice. This person may be either the Contractor or a responsible employee. This individual shall be fully authorized to conduct all business with the subcontractors; to negotiate and execute all Supplemental Agreements; to execute the orders and directions of the Engineer without delay; and to promptly supply the materials, equipment, tools, labor and incidentals necessary for prosecution of the work.

Risk of Destruction or Damage: Prior to the acceptance of such equipment purchased by Waukesha County hereunder, the Contractor shall be responsible for destruction or damage of such equipment while in transit or storage. In the event destruction or damage occurs to such equipment or to existing County-owned equipment or facilities due to faults or actions of the vendor's equipment or Contractor personnel's negligence, the Contractor shall replace or repair such equipment and/or facilities without additional cost or expense to Waukesha County.

Insurance Responsibility: Prior to commencement of services, an insurance certificate, which meets the County's requirements as listed below, shall be provided to the Purchasing Division. Failure to do so can make the contract voidable at the County's discretion. Said insurance certification must be approved by the Waukesha County Risk Manager prior to the commencement of any work and upon request, certified copies of the required insurance policies.

The insurance certificate must be issued by companies licensed to do business in the State of Wisconsin, or signed by an agent licensed by the State of Wisconsin. Such insurance shall be primary. Waukesha County will be named as additional insured with respects to General Liability. Should any insurance policy be canceled before the expiration date of the contract or have material reduction of coverage, scopes or limits during the term of this agreement, the issuing company must provide 30 days written notice to Waukesha County Risk Management.

- A. **Worker's Compensation and Employers' Liability Insurance** - Statutory worker's compensation benefits and employer's liability insurance with a limit of liability not less than \$100,000 each accident. Contractor shall require subcontractors not protected under its insurance to take out and maintain such insurance.
- B. **Commercial General Liability:** Policy shall be written to provide coverage for, but not limited to, the following: (1) Premises and Operations, (2) Products and completed operations, (3) personal injury, (4) Blanket contractual coverage, (5) Broad form property damage and (6) Independent contractor's coverage.

Limits of liability not less than: \$1,000,000 General aggregate; \$1,000,000 Products/Completed operations aggregate; \$1,000,000 Personal Injury; \$1,000,000 Each Occurrence. The county, its boards, commissions, agencies, officers, employees and representatives shall be named as additional insured and so stated on the Certificate of Insurance.

- C. Automobile Liability Insurance: Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limit of liability not less than \$500,000 combined single limit.
- D. Worker's Compensation Waiver of Subrogation: County shall not be liable to contractor or its employees for any injuries to contractor's employees arising out of the performance of work under this agreement. Contractor and its worker's compensation insurance carrier agree to waive any and all rights of recovery from the county for worker's compensation claims made by its employees. The contractor agrees that the indemnification and hold harmless provisions within this contract, extends to any claims brought by or on behalf of any employee of the contractor.

Standards of Performance and Acceptance: All hardware furnished by the vendor shall be subject to Standard of Performance and Acceptance:

- A. This paragraph establishes a standard of performance, which must be met before Waukesha County accepts any equipment.
- B. The performance period shall begin on the installation date and shall end when the equipment has met the standard of performance for a period of thirty (30) consecutive calendar days as follows:
 - 1. Meets all of the requirements defined in the Specifications, including but not limited to:
 - a) Real-time audio can be monitored without interrupting ongoing activity.
 - b) Locate a selected transmission by date/time and the ability to make a recording in real-time (with dead air) and also VOX only.
 - c) Up to ten (10) channels can be monitored, re-recorded and dubbed simultaneously.
 - d) An alarm is annunciated to customer's designated location for specific system failures.
 - e) The time to load, search and retrieve pre-recorded (archival) data on a disk does not exceed 5 seconds under normal operating conditions.
- C. In the event the equipment does not meet the standard of performance during the initial thirty (30) consecutive days, the standards of performance test shall continue on a day-by-day basis until the performance is met for a total of thirty (30) consecutive days.

- D. If the equipment fails to meet the standard of performance after ninety (90) calendar days from the installation date, Waukesha County may at its option request a replacement or terminate the contract.

Warranty shall not commence until the system has been accepted.

Technical Requirements: Supply all information requested. Initial each section to verify that specifications are met; enter "NA" if options or specifications are not available. All exceptions or equivalencies must be fully explained or documented.

A. General System Requirements:

1. The proposed system shall have the capacity to record from trunked radio audio output ports of a Motorola Centracom Gold Elite dispatch console; the center's console will be equipped with 32 such outputs (included in channel count below). Note: This recorder does not require trunked radio decoding.

_____ Meets or exceeds _____ Does not Meet

2. Information from designated radio and telephone systems is to be recorded and logged. The system will be configured and equipped to simultaneously record and log all audio information from at least 100 channels entering and leaving the Communication Center, expandable to 125 channels. Waukesha County Radio Services will be making radio audio available to the vendor via a Telco-type 66 block. The phone vendor will do the same for the phone audio. The recorder vendor will be responsible for routing the audio to the recording equipment and making all necessary connections. The location of the recording equipment will be mutually determined between the vendor and Waukesha County. The location of the equipment will vary depending on the functionality of the equipment and its ability to provide remote alarm functionality. In either case, the recording vendor is responsible for all connections to the 66 block for both phone and radio. The blocks are located in the computer room. At a minimum, the equipment may be located either 12' away from the 66 block or at a maximum, 100' from the 66 block.

_____ Meets or exceeds _____ Does not Meet

Note: Vendors must attach documentation with the bid response, describing additional channel expansion capabilities and related pricing information, which must remain firm for one year from date of system purchase.

_____ Included with bid response

3. The system must be designed and rated for continuous duty: 24-hours a day, 365 days per year. The system must provide an automatic daylight saving adjustment.

_____ Meets or exceeds _____ Does not Meet

4. The recorder system will be new equipment, from recent production lots.
- _____ Meets or exceeds _____ Does not Meet
5. Multi-level password security shall be provided to limit access and afford functional control for a minimum of 15 authorized users. The system should provide an audit trail of who accessed the system and what was recorded
- _____ Meets or exceeds _____ Does not Meet
6. The system must be capable of Analog and Digital audio input connectivity generated by Motorola Contracom Gold Elite Consoles and Positron Power 911 Phone System.
- _____ Meets or exceeds _____ Does not Meet
7. The system must have the ability to remotely access the recording system for playback and/or disk dubbing from one or a series of authorized PC workstations
- _____ Meets or exceeds _____ Does not Meet
8. Must be capable of notifying and/or paging someone if there is a system failure/malfunction.
- _____ Meets or exceeds _____ Does not Meet
9. The system must be user friendly. The proposed recording system operation functions will feature familiar terms and names.
- _____ Meets or exceeds _____ Does not Meet
10. The recording unit will include a built-in front panel mounted speaker capable of clear and audible audio reproduction under normal ambient-noise operation conditions for the following: headphone mini phone jacks, CD and/or DVD recorder or MP3 player with appropriate PC based system connections, speakers, headset/phone jacks, etc.
- _____ Meets or exceeds _____ Does not Meet
11. The following audio outputs shall be provided: headset/phone jacks, CD and/or DVD recorder or MP3 player with appropriate PC based system connections, speakers, headset/phone jacks, etc.
- _____ Meets or exceeds _____ Does not Meet
12. System will be operationally compatible with and have input connections for a "Net Clock" time synchronization device by Spectracom (or approved equivalent), using an RS-232 or IRIG-B external time source.
- _____ Meets or exceeds _____ Does not Meet

13. All electronic circuits in the system shall be of a modular design, arranged to facilitate quick replacement. Service to the system would ideally be through the face or front panel of the system's cabinet.

_____ Meets or exceeds _____ Does not Meet

14. The system shall be agency approved by Underwriter's Laboratories (UL), CSA and FCC part 15 and part 68, and shall be labeled with the appropriate markings.

_____ Meets or exceeds _____ Does not Meet

15. All inputs shall be balanced 10K ohms or greater. System inputs shall fully comply with FCC part 68 requirements for termination directly to telephone lines. *Proposed system specifications requiring external coupling devices are not acceptable.*

_____ Meets or exceeds _____ Does not Meet

16. Analog signals shall be digitally sampled and recorded.

_____ Meets or exceeds _____ Does not Meet

17. Frequency response shall cover a minimum of 300 to 3,000 Hz and be configurable on a per-channel basis (10-20 channels) to notch filter 2175 Hz audio from the recorded audio.

_____ Meets or exceeds _____ Does not Meet

18. Signal to noise ratio shall be greater than 40dB.

_____ Meets or exceeds _____ Does not Meet

19. Recording amplifiers shall provide a beep tone on a channel-by-channel basis, selected by a switch.

_____ Meets or exceeds _____ Does not Meet

20. Recording amplifier cross-talk isolation will exceed 55dB.

_____ Meets or exceeds _____ Does not Meet

21. Self-test diagnostics shall provide visual and audio alarms in the event of failure in several areas: archive disk drive failure, system hard drive failure, record amplifier failure, etc.

_____ Meets or exceeds _____ Does not Meet

22. A means shall be provided to make an adjustment to further reduce or eliminate the background noise of the playback signal when reproducing a recording.

_____ Meets or exceeds _____ Does not Meet

Describe: _____

23. The media used in the system must include a unique electronic label with a minimum of 6 characters or numbers.

_____ Meets or exceeds _____ Does not Meet

24. Power requirements: Commercial power 90-132 volts AC, 60 Hz, single phase.

_____ Meets or exceeds _____ Does not Meet

B. Functional Requirements:

1. The system must have the capability to monitor live calls in real time.

_____ Meets or exceeds _____ Does not Meet

2. The system must be capable of simultaneous recording and playback without interruption or interference with ongoing activities.

_____ Meets or exceeds _____ Does not Meet

3. The device and disks proposed will write only correct data, thereby assuring the proper recording of voice communications.

_____ Meets or exceeds _____ Does not Meet

4. The recorder shall accurately log and report all events, to include: Caller ID, DTMF, PAGING TONE SIGNALING, VOX, and other events.

_____ Meets or exceeds _____ Does not Meet

5. The system must have, as a minimum, the capabilities to search by Date, Start Time, Caller ID, ANI, ALI, DTMF, tagged (special saved) events, duration of calls, operator position, channel and/or track. The 9-1-1 phone system is provided by Positron.

_____ Meets or exceeds _____ Does not Meet

6. Instant recall, from the main system or archival storage, shall be provided from the source containing "actual" voice recording (without dead air time recorded). However, the system must be able to playback in real time. **Note: If system is unable to do both, the provision for playback in real time shall prevail.**

_____ Meets or exceeds _____ Does not Meet

7. The system shall require the playback portion of the recorder to use a naming convention for individual channels. This would eliminate any time consuming cross-referencing or mistakes involving channel numbers.

_____ Meets or exceeds _____ Does not Meet

8. The system should allow a user to display a playback list of messages and have the ability to print the information including date, time, channel information, as well as any user defined comments.

_____ Meets or exceeds _____ Does not Meet

9. The system must have the ability to record and display a complete list of all media that has been recorded, including: disk number, start and end dates, number of calls, and an area for notes.

_____ Meets or exceeds _____ Does not Meet

10. The system must allow the user to visually monitor all channel activity in play and record modes.

_____ Meets or exceeds _____ Does not Meet

11. The system must allow a minimum of ten (10) channels to be grouped together and played back simultaneously in time synchronization.

_____ Meets or exceeds _____ Does not Meet

12. The system should provide the ability to listen to a minimum of ten (10) multiple channels simultaneously and to selectively mute individual channels during playback, with no loss of audio to the other channels.

_____ Meets or exceeds _____ Does not Meet

13. There will be no time discrepancies between channels regardless of the length of reproduction.

_____ Meets or exceeds _____ Does not Meet

14. The system must provide overwrite protection by selecting a pre-set number of days (30, 60, 90 and 120 days) to prevent the overwriting of pre-recorded data.

_____ Meets or exceeds _____ Does not Meet

15. At system power-up a main menu shall automatically appear. All menus shall be easily accessible and user friendly.

_____ Meets or exceeds _____ Does not Meet

16. System must have visual indications of the presence of audio during record and playback.

_____ Meets or exceeds _____ Does not Meet

17. A headset jack should be provided on the recorder system to allow headset use when in a playback or dubbing mode (increased confidentiality).

_____ Meets or exceeds _____ Does not Meet

C. Re-Recording/Dubbing:

1. The dubbing portion of the system will be used to create multiple standard CD's and DVD's for public records and court purposes. Re-recording or dubbing device is required which is capable of high quality copying from the recording device to an acceptable recording media; i.e. CD's, DVD's and to a local workstation as "wav" and "mp3" files.

_____ Meets or exceeds _____ Does not Meet

2. The recording/dubbing system shall provide VOX and real time recording capabilities, and be capable of recording and displaying date/time in hours, minutes and seconds. The features shall allow enabling or disabling at any time.

_____ Meets or exceeds _____ Does not Meet

3. When re-recording/dubbing, the system will allow the user to select and/or de-select additional channels without losing audio from the remaining channels.

_____ Meets or exceeds _____ Does not Meet

D. Archive/Storage:

1. The archive media shall be CD and/or DVD disks in the proposed system. **Systems utilizing a "tape only" medium for the main system or archives, will not be considered.**

_____ Meets or exceeds _____ Does not Meet

2. Main or internal disk drives must have a total minimum capacity of 40Gb*, expandable as deemed necessary. Active disk storage must maintain a minimum 60 days of "live" activity. In order to properly size the system, the following statistics are being provided.

*Vendor is responsible to assure the system is sized properly. If 40Gb is not sufficient based on the statistics provided, vendors must size (and include the cost for same in the bid price) the system accordingly.

250,000 phone calls annually – average talk time 68 seconds
150,000 radio dispatches annually – average talk time per event 2 minutes 32 seconds
15 console positions
13 channel 800MHz trunked radio system
Additional audio feeds from VHF radios – maximum 3
15 91- 1 phone instruments
15 backup phone instruments (Centrex Digital Phones – Meridian Model 5208
Radio channels must be VOX while phone will record by off-hook signal

_____ Meets or exceeds _____ Does not Meet

Disk capacity quoted is: _____

Note: Vendors must attach documentation with the bid response, describing additional expansion capabilities and related pricing information, which must remain firm for one year from date of system purchase. Be specific; i.e. hard drives, chassis upgrade, etc.

_____ Included with bid response.

3. The time to load, search, and retrieve pre-recorded (archival) data on a disk will not exceed 5 seconds under normal operating conditions. The speed of access to archival data is extremely important. **Systems that do not meet these specifications will not be considered.** The retrieval of archived data must not impact the normal operation of recording functions within the proposed system.

_____ Meets or exceeds _____ Does not Meet

4. The archive media must be capable of being user formatted.

_____ Meets or exceeds _____ Does not Meet

5. The bid price must include a 120 - day supply of the system's disk recording media based on the statistics previously provided (Reference D.2)

_____ Meets or exceeds _____ Does not Meet

E. System Redundancy:

1. Multiple transports or drives per device/system are required to provide backup for a faulty disk and/or faulty transport or drive. Also, when one transport or drive reaches full capacity on the disk it must automatically initiate recording on the stand-by drive in a serial fashion without the loss of any data.

_____ Meets or exceeds _____ Does not Meet

2. System must provide for redundancy either through dual drives, RAID 5 tower, or other means in order to affect an immediate switchover in case of failure in the primary recording device/system without human intervention. Vendors are to include **in their bid price** the most cost-effective means by which this can be achieved. The "backup device/system", must be installed at the Communications Center in order to affect an immediate switchover in case of total failure in the primary recording device/system.

_____ Meets or exceeds _____ Does not Meet

Specifically describe the system redundancy you have included in your bid price:

3. The system must support a power supply that allows a failed unit to be exchanged without compromising the recorder performance. The system must continue to operate fully with one failed power supply module with the unit.

_____ Meets or exceeds _____ Does not Meet

F. Vendor Responsibilities:

1. Waukesha County will not pay for any estimates or work required on the part of the vendor to bid on this project.

_____ Acknowledged

2. The installation will include all appropriate training, parts, wiring and changes or additions needed to support the Communication Center's telecommunications and public records functions and operation. The successful vendor will have total turnkey responsibility for the installation and interconnection between the recording devices represented in their bid response and all telephone and radio circuits, indicated by the Communications Center staff. Radio audio circuits will be provided to vendors by Waukesha County via a 66-type punch block. The selected vendor will supply all hardware and application/operating software needed to control and operate the recording, logging, and playback system. Any item not specifically stated but needed for the proper function of the recording system will

be provided and installed by the vendor at no charge. Any items or preparatory site work that are to be supplied by Waukesha County will be clearly defined by the vendor's bid response with specifications, diagrams, etc., as needed

_____ Meets or exceeds _____ Does not Meet

3. The installation thereof shall be accomplished with minimum interruption to the normal business operation. All work shall be done in a neat and professional manner and shall comply with the applicable national, state and local codes and regulations. Primary power electrical work shall be done by or under the supervision of an electrician licensed by the State of Wisconsin. Note. The new system will be installed in Waukesha County's new Communication Center. The Contractor will coordinate the installation and testing of the new system with the county's project manager. It is anticipated that installation will take place no later than 3/1/04.

_____ Meets or exceeds _____ Does not Meet

4. The vendor must provide, on site training and instruction for 6 to 8 operators after the system is installed, covering all equipment supplied within the bid response. Periodic training may be necessary within the first twelve months at no additional charge for Communications Center staff to fully acquaint themselves with all of the features of the new system.

_____ Acknowledged

5. The system must include 2 user manuals and 1 complete set of maintenance/repair manuals per device (hard copy) and 1 each on CD ROM. The manuals will include block diagrams, schematic diagrams, and complete parts lists for each component within the system.

_____ Meets or exceeds _____ Does not Meet

6. Indicate below how many days after receipt of order you will be able to schedule the aforementioned:

Number of Days ARO for Delivery: _____

Number of Days After delivery for Install: _____

Number of Days After Install for Training: _____

7. Upon the request of Waukesha County the vendor will conduct a full demonstration of the proposed system's features and values within five working days. This demonstration must be either on-site, or within 120 miles of Waukesha County. The vendor will address all of the requirements listed in this specification.

_____ Acknowledged

8. Complete Exhibit A with all pricing information requested.

_____ Acknowledged

9. Complete Exhibit B with a list of sites comparable to the Waukesha County Communications Center that have purchased the same products as proposed. The list must include contact names, addresses, telephone/fax numbers and e-mail address. Where possible, please restrict the reference list to Wisconsin and the surrounding states.

_____ Acknowledged

10. Optional features should be included with your bid response and must be clearly marked as optional features and priced to include installation, parts, and labor charges. The vendor must honor these optional feature costs for one-year after system purchase.

_____ Acknowledged

F. Warranty:

1. All equipment, including material used therein, shall be guaranteed by the contractor against mechanical, electrical, design, and workmanship defects. In the event defects become evident within the warranty period, the contractor shall furnish **new** replacement parts, materials and procedures, and labor as necessary, at no cost to the County. The contractor shall be liable to the County for supply of information, as well as materials and labor necessary for mandatory revisions determined by the manufacturer, at no cost to the County for the duration of the warranty period.

The duration of the warranty period shall be stated by the vendor in his bid response and shall be a minimum of one (1) year. **The warranty period shall commence on the date of system acceptance, not on the date of equipment delivery or completion of installation.** In addition to these general warranty requirements, the following specific requirements apply:

- a. The contractor warrants that the equipment delivered under this contract conforms to the contract requirements and is free of any defect of equipment, material or workmanship.
- b. The contractor warrants that all equipment furnished hereunder is new, current manufacture, and includes the latest hardware and software designs being delivered by each manufacturer.
- c. Under this warranty the contractor shall remedy at its own expense any failure to conform to the general contract terms, specifications, or any other document included by reference into this contract. Contractor also agrees to remedy at its own expense any defect in materials or workmanship.

- d. The contractor shall remedy at its own expense damage to County-owned or controlled real or personnel property, when that damage is the result of the contractor's negligence. The contractor shall also restore any work damaged in fulfilling the terms of this contract. The contractor's warranty with respect to work repaired or replaced hereunder will run for one year from the date of such repair or replacement.
- e. The County shall notify the contractor in writing within a reasonable time after the discovery of any failure, defect, or damage.
- f. Should the contractor fail to remedy any failure, defect, or damage within a reasonable time after receipt of notice thereof, the County shall have the right to replace, repair, or otherwise remedy such failure, defect, or damage at the contractor's expense. This failure is also a breach of contract. Thus, the County's rights are in addition to and not as an alternative to the County's rights under breach of contract.
- g. In addition to the other rights and remedies provided by this clause, all subcontractors', manufacturers', and suppliers' warranties expressed or implied, regarding any work and materials shall, at the discretion of the County, be enforced by the contractor for the benefit of the County. The contractor shall obtain any warranties, which the subcontractors, manufacturers, or suppliers would give in normal commercial practice.
- h. If directed by the County, the contractor shall require any such warranties to be executed in writing to the County.
- i. The "acceptance" of subsystem or individual equipment by the County shall not limit the County's rights with respect to material defects, workmanship, or fraud of the whole system.
- j. If there is a conflict between a clause in this warranty and a clause in the contractor's warranty, the clause that extends the greatest protection to the County under the circumstances in question shall control.

_____ Meets or exceeds _____ Does not Meet

G. Maintenance/Support:

1. Complete Exhibit C which is a statement identifying the location of the repair center, and the number of vendor technicians. Include a list of qualified technical personnel trained by the manufacturer in the proposed recorder system devices who would be assigned to service the hardware and software that will be installed at the Waukesha County Communications Center.

_____ Acknowledged

2. A 24 x 7 maintenance/support agreement (or an extended warranty) beyond the system warranty must be available for a minimum of three years after system acceptance. Response times must be in accordance with the following:

Level 1: High degree of urgency (system or major function is not operational). Vendor response must be within 30 minutes of contact with problem resolution within 2 hours.

Level 2: Medium degree of urgency (technical problem/issue/bug with a significant function). Vendor response must be within 2 hours of contact with problem resolution within 1 working day.

Level 3: Low degree of urgency (technical problem/issue/bug with a low volume or impact function). Vendor response must be within 2 hours of contact with problem resolution within 5 working days.

The support agreement is to include the provision that the County will define the level of urgency at the time of first contact and the vendor and the County will mutually agree on the appropriate level of urgency at the time that the vendor responds to the contact. The agreement must include a procedure for resolving urgency level disagreements.

MAINTENANCE/SUPPORT SHALL NOT COMMENCE UNTIL WARRANTY EXPIRATION.

Include a copy of any software license required, software support/maintenance agreements and or hardware maintenance agreements with your bid response. Note: Cost beyond the initial year's maintenance shall not exceed the previous year's cost by more then 5% unless changes have been made to the system configuration.

_____ Meets or exceeds _____ Does not Meet

3. If the unit is software driven, software upgrades shall be released to the customer when available from the manufacturer. The software upgrades will be "no charge" items, included under initial warranty or an extended maintenance/warranty contract with the vendor.

_____ Meets or exceeds _____ Does not Meet

**Exhibit A
Pricing Information**

Total Cost for purchase of the system. Cost should include delivery, fob destination, installation, training and media.

\$ _____

Media Costs: State cost per each for additional media above the supply required to be included in the bid price. Price to be firm for a one-year period after system purchase.

\$ _____

Maintenance Contract:

The proposed system will be maintained as stipulated at an annual cost (AFTER THE 1 YEAR WARRANTY EXPIRATION) as follows:

YEARS OF MAINTENANCE

_____	_____	_____
Year One	Year Two	Year Three

Three-year Maintenance Total \$ _____

OTHER INFORMATION REQUIRED:

Make/Model of Equipment Bid: _____

Warranty: _____

Include the following information **with your bid response**:

1. Pricing information for expanding channels (Reference Item A.2.).
2. Pricing information for expanding memory/disk capacity (Reference Item D.2).
3. Include pricing information for any other optional features (Reference Item E.10).

Exhibit B

EXPERIENCE & EXISTING CUSTOMERS (similar installations)

Company Name _____
Address _____
Telephone _____
Contact Person _____
E-Mail Address _____
Type of System _____
Date Started _____
Date Completed _____

Company Name _____
Address _____
Telephone _____
Contact Person _____
E-Mail Address _____
Type of System _____
Date Started _____
Date Completed _____

Company Name _____
Address _____
Telephone _____
Contact Person _____
E-Mail Address _____
Type of System _____
Date Started _____
Date Completed _____

EXHIBIT C

Service Facility/Installation:

The proposed system will be installed by or under the direct supervision of a person who has been certified to install it. That individual(s) is/are named

_____. The individual *has/has not* successfully completed a factory school on the proposed equipment.

Service:

The proposed system will be serviced from the facility located at

_____.

There will be _____ persons available to provide services from that facility; _____ of whom have successfully completed a factory service school on the proposed equipment. Their names are listed below:

Note: VENDORS MUST PROVIDE THE ABOVE INFORMATION WITH THEIR BID RESPONSE. REVIEW OF THE TECHNICIANS CERTIFICATES/RESUMES ARE PART OF THE AWARD PROCESS AND AS SUCH, FAILURE TO PROVIDE WILL RESULT IN BID REJECTION.